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Attorneys for Defendants
CHICAGO TITLE INSURANCE COMPANY and FIDELITY
NATIONAL TITLE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CHRISTIANA TRUST, A DIVISION OF
WILMINGTON SAVINGS FUND
SOCIETY, FSB, NOT IN ITS INDIVIDUAL
CAPACITY BUT AS TRUSTEE OF ARLP
TRUST 3,

Plaintiff,

vs.

TICOR TITLE INSURANCE COMPANY, et
al.,

Defendants.

Case No.: 2:20-cv-00115-KJD-DJA

**STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL AND EXTENDING
DEADLINE TO RESPOND TO
COMPLAINT**

(First Request)

Plaintiff Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, not in its Individual Capacity but as Trustee of ARLP Trust 3 (“Christiana Trust”) and defendants Chicago Title Insurance Company (“Chicago Title”) and Fidelity National Title Insurance Company (“Fidelity”) (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

WHEREAS, Christiana Trust filed this action on January 16, 2020;

WHEREAS, Christiana Trust caused the complaint and summons to be served on Fidelity and Chicago Title (collectively, “Defendants”) on January 22, 2020;

WHEREAS, Defendants’ current deadline to respond to the Complaint is February 12, 2020;



1 **WHEREAS**, there are now currently pending in the United States District Court for the
2 District of Nevada more than three dozen actions between national banks, on the one hand, and
3 their title insurers, on the other hand (the “Actions”);

4 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
5 national bank contends, and the title insurer disputes, that a title insurance claim involving an
6 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

7 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
8 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
9 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
10 Endorsement (the “Form Policy”);

11 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
12 Form Policy;

13 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
14 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
15 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
16 (the “*Wells Fargo II Appeal*”);

17 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
18 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the Form
19 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
20 of the other Actions, including the instant action;

21 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
22 action pending the disposition of the *Wells Fargo II Appeal*, that a stay of the instant action will
23 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
24 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
25 *Wells Fargo II Appeal* might affect the disposition of this case);

26 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
27 stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the



1 *Wells Fargo II* Appeal.

2 2. Defendants' deadline to respond to the Complaint is hereby **VACATED**.

3 3. By entering into this stipulation, Defendants do not intend to waive, and expressly
4 reserve, any and all defenses listed in Fed. R. Civ. P. 12(b), including with respect whether they
5 are subject to personal jurisdiction in this forum.

6 4. By entering into this stipulation, none of the Parties is waiving its right to
7 subsequently move the Court for an order lifting the stay in this action.

8 Dated this 31st day of January 2020

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

9 /s/--Kevin S. Sinclair

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17 Attorneys for Defendants CHICAGO TITLE
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19 NATIONAL TITLE INSURANCE COMPANY

20 Dated this 31st day of January 2020 WRIGHT, FINLAY & ZAK, LLP

21 /s/--Lindsay D. Robbins


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Attorneys for Plaintiff CHRISTIANA TRUST, A
DIVISION OF WILMINGTON SAVINGS FUND
SOCIETY, FSB, NOT IN ITS INDIVIDUAL
CAPACITY BUT AS TRUSTEE OF ARLP TRUST 3

ORDER

IT IS SO ORDERED:

28 Dated: February 10, 2020 _____

By:  _____
Kent J. Dawson,
United States District Judge

